

REMARKS

The Office Action mailed June 2, 2008 has been carefully reviewed and the foregoing amendment and following remarks have been made in consequence thereof.

Claims 27-52 are pending in this application. Claims 27-52 stand rejected. Claims 1-26 have been cancelled. No new matter has been added.

The objection to the drawings is respectfully traversed. Examiner appears to indicate an objection to the drawings by checking a check box on page 1 of the Office Action, but asserts no grounds on which the drawings are objected to. Accordingly, Applicants respectfully request that any objections to the drawings be withdrawn.

The objection to the specification under 35 U.S.C. § 112, first paragraph is respectfully traversed. Examiner asserts on pages 2 and 3 that:

[T]he specification is objected to under 35 U.S.C. § 112, first paragraph, as failing to support the subject matter set forth in the claims. The specification, as originally filed [*sic*] does not provide support for the invention as now claimed. . . . [T]he specification does not provide a written description disclosure to support the claimed limitations of . . . [Claim 50].

Applicants respectfully traverse this assertion.

Applicants submit that at least paragraphs 9-14 and Figures 1-2 of the originally filed specification describe the recitations of Claims 27-52. According to MPEP § 2163(I)(B), there is no requirement that a claim limitation have verbatim support in the specification, only that the claimed subject matter be described in such a way as to convey with reasonable clarity to one skilled in the art that the inventors, at the time the application was filed, had possession of the claimed invention. This description can be through express, implicit, or inherent disclosure. Applicants submit that the subject matter recited in Claims 27-52 is described in the specification in such a way as to enable one skilled in the art to which it pertains to make and/or use the invention. Particularly, one skilled in the art would understand the recitations of independent Claim 50 after reading the originally filed specification and reviewing the figures. The Federal Circuit has held that "[p]atent documents are written for persons familiar with the relevant field; the patentee is not required to include in the specification information readily understood by practitioners, lest every

patent be required to be written as a comprehensive tutorial and treatise for the generalist, instead of a precise statement for persons in the field." Verve, LLC v. Crane Cams, Inc., 65 USPQ2d 1051, 1053-4 (Fed Cir. 2002).

With respect to independent Claim 50 and the recitation, "a server having a data storage medium connected through a network to the financing subsidiary computer, the trading subsidiary computer, the seller computer and the buyer computer," paragraphs 9 and 10 of the originally filed specification provide in relevant part as follows:

Server 12 is configured to aid in implementing a business model, described below, and includes web pages through which buyers and sellers of goods or commodities can access to buy, sell or bid on those goods and commodities. The web pages *stored in server computer 12* can be accessed by a requester at any one of computers 14. In one embodiment, *server 12 is coupled to computers 14 via a WAN or LAN*. A user may dial-in or directly login to an Intranet or the Internet to gain access to server 12. The interface allows a user to input data relating to the buying and selling of goods and commodities which are uploaded to server 12.

Figure 2 is a chart 20 of a business model showing transactions and paths of the transactions according to the present invention. Chart 20 includes a parent company 22 and two wholly owned subsidiaries, *finance subsidiary 24* and *trading subsidiary 26*. . . . The business model shown in Figure 2 includes a capital company 32 which supplies capital to the business venture, a *buyer 34* of the receivables and a *seller 36* of the receivables. (Emphasis added.)

Paragraph 10 describes data and interactions ("transactions") relating to buying, selling, and financing between a plurality of parties, namely a financing subsidiary, a trading subsidiary, a capital company, a seller, and a buyer (See Figure 2). Paragraph 9 describes a computer system (10), including a server (12), a network, and a plurality of computers (14), ("server 12 is coupled to computers 14 via a WAN or LAN") through which the plurality of parties interact to implement the business model shown in Figure 2 and described in paragraph 10. Web pages are used to buy, sell or bid on goods and commodities. The web pages stored in server computer (12) can be accessed by a requester at any one of computers (14).

In addition, at least claims 29-47 of the originally filed application include a server configured to accept input from a plurality of parties, namely the parties described in the

business model shown in Figure 2. Accordingly, Applicants submit that one skilled in the art would understand that the data inputted, accepted by, and stored in the server computer (12) would be stored within a data storage medium coupled to the server computer (12).

Paragraph 9 describes, “[s]erver 12 is configured to aid in implementing a business model,” “the web pages stored in server computer 12 can be accessed by a requester at any one of computers 14,” and “[t]he interface allows a user to input data relating to the buying and selling of goods and commodities which are uploaded to server 12.” Applicants submit that one skilled in the art would understand that in order to use the computer network (10) (described in paragraph 9 and Figure 1) to implement the business model (20) (described in paragraph 10 and Figure 2), each party included within business model (20) would have access to server computer (12) through computers (14). Applicants further submit that one skilled in the art would understand that the parties described in business model (20), namely parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), a buyer (34) of the receivables, and a seller (36) of the receivables, would use computer network (10) to buy, sell or bid on goods and commodities as described in Figure 2.

Applicants therefore submit that at least paragraphs 9-10 and Figures 1-2 of the originally filed specification provide support for the recitation, “a server having a data storage medium connected through a network to the financing subsidiary computer, the trading subsidiary computer, the seller computer and the buyer computer”.

With respect to independent Claim 50 and the recitation, “server configured to...receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system,” paragraph 11 of the originally filed specification describes that a trading subsidiary has to approve a buyer for participation in a program. Paragraph 12 describes that the trading subsidiary has to pay a seller according to standard terms of sale to the buyer. Moreover, one skilled in the art would understand that paragraphs 9-10 and Figures 1-2 describe a plurality of parties (e.g., parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), buyer (34), and seller (36)) interacting through a computer network (10) in order to implement business model (20). Therefore, one skilled in the art would understand that the trading subsidiary would approve a seller and a buyer using computer network (10). Accordingly, Applicants submit that the above limitations of Claim 50 are supported by the originally filed specification.

With respect to independent Claim 50 and the recitation, “server configured to...store within the server a seller participation agreement for the seller approved by the trading subsidiary, and a buyer participation agreement for the buyer approved by the trading subsidiary,” paragraphs 13-15 describe a seller participation agreement and a buyer participation agreement. As discussed above, paragraphs 11 and 12 describe a trading subsidiary’s approval of a seller and a buyer. Moreover, one skilled in the art would know that paragraphs 9-10 and Figures 1-2 describe a plurality of parties (e.g., parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), buyer (34), and seller (36)) interacting through a computer network (10) in order to implement business model (20). Therefore, one skilled in the art would understand that business model (20) would be implemented using computer network (10) by storing the seller participation agreement for the seller approved by the trading subsidiary, and the buyer participation agreement for the buyer approved by the trading subsidiary within server (12). Accordingly, Applicants submit that the above recitations of Claim 50 are supported by the originally filed specification.

With respect to independent Claim 50 and the recitation, “server configured to...receive an order submitted through the buyer computer from the buyer for purchasing a good offered for sale by the seller, the buyer agreeing to pay the trading subsidiary for the ordered good pursuant to the buyer participation agreement stored within the server,” paragraph 12 describes a buyer placing an order subject to terms and conditions, and paragraphs 13 and 15 describes a buyer participation agreement. Moreover, one skilled in the art would know that paragraphs 9-10 and Figures 1-2 describe a plurality of parties (e.g., parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), buyer (34), and seller (36)) interacting through a computer network (10) in order to implement business model (20). Therefore, one skilled in the art would understand that business model (20) would be implemented using computer network (10) by receiving an order submitted through a buyer computer (14) from the buyer for purchasing a good offered for sale by the seller, the buyer agreeing to pay the trading subsidiary for the ordered good pursuant to the buyer participation agreement stored within server (12). Accordingly, Applicants submit that the above recitations of Claim 50 are supported by the originally filed specification.

With respect to independent Claim 50 and the recitation, "server configured to...receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the server, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement," paragraph 12 describes that a seller assigns all rights to a plurality of goods to a trading subsidiary, and the trading subsidiary pays the seller for the plurality of goods. Paragraphs 13 and 14 describe a seller participation agreement. Moreover, one skilled in the art would know that paragraphs 9-10 and Figures 1-2 describe a plurality of parties (e.g., parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), buyer (34), and seller (36)) interacting through a computer network (10) in order to implement business model (20). Therefore, one skilled in the art would understand that business model (20) would be implemented using computer network (10) by receiving assignment data from the seller computer (14) indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within server (12), wherein the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement. Accordingly, Applicants submit that the above recitations of Claim 50 are supported by the originally filed specification.

With respect to independent Claim 50 and the recitation, "server configured to...receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer," paragraph 10 describes a trading subsidiary selling receivables. Moreover, one skilled in the art would know that paragraphs 9-10 and Figures 1-2 describe a plurality of parties (e.g., parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), buyer (34), and seller (36)) interacting through a computer network (10) in order to implement a business model (20). Therefore, one skilled in the art would understand that business model (20) would be implemented using computer network (10) by receiving sell data from the trading subsidiary computer (26) indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer. Accordingly, Applicants submit that the above limitations of Claim 50 are supported by the originally filed specification.

With respect to independent Claim 50 and the recitation, "server configured to...receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods," paragraph 10 describes a finance subsidiary purchasing receivables from trading subsidiary. Moreover, one skilled in the art would know that paragraphs 9-10 and Figures 1-2 describe a plurality of parties (e.g., parent company (22), finance subsidiary (24), trading subsidiary (26), capital company (32), buyer (34), and seller (36)) interacting through a computer network (10) in order to implement a business model (20). Therefore, one skilled in the art would understand that business model (20) would be implemented using computer network (10) by receiving purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods. Accordingly, Applicants submit that the above limitations of Claim 50 are supported by the originally filed specification.

As such, the claimed limitations of Claim 50 are fully supported by the specification, in light of the figures. Accordingly, Applicants respectfully submit that the specification satisfies Section 112, first paragraph. For at least the reasons set forth above, Applicants respectfully request that the objection to the specification under Section 112, second paragraph, be withdrawn.

The rejection of Claims 27-52 under 35 U.S.C. § 112, first paragraph is respectfully traversed. Examiner asserts on pages 4 and 5 that:

Claims 27-52 are rejected under 35 U.S.C. [sic] 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. In particular [sic] there is no support in the specification for the following limitations in claim 50. [sic] "receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system; receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer

pursuant to the seller participation agreement; receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer; and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods”. [sic] Similarly [sic] there is no support in the specification for the amended limitations in claim 51. (Emphasis in original.)

Applicants respectfully traverse this assertion. For the reasons provided above, Applicants respectfully submit that the originally filed specification describes the recitations of Claims 27-52. Applicants further submit that the subject matter recited in Claims 27-52 is described in the specification in such a way as to enable one skilled in the art to which it pertains to make and/or use the invention. For at least the reasons set forth above, Applicants respectfully request that the rejection of Claims 27-52 under Section 112, first paragraph, be withdrawn.

The rejection of Claims 27-52 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent 5,940,807 (Purcell) is respectfully traversed.

Applicants submit that Purcell neither describes nor suggests the claimed invention. In fact, as discussed below, the Office Action acknowledges on pages 6 and 7 that Purcell does not teach the features of independent Claim 50.

Purcell describes a method for controlling the collection, processing, and dissemination of information by a host regarding product service and availability. The host assimilates a seller's inventory information into a buyers listing of products and services. An approved buyer initiates a purchase transaction by electronically designating a product or service of interest for purchase from the buyers listing.

Claim 50 recites a system for executing and financing transactions of goods for a parent company, wherein the system comprises “a plurality of remote computers including a computer associated with the financing subsidiary, a computer associated with the trading subsidiary, a computer associated with a seller of goods and a computer associated with a buyer of goods . . . a server having a data storage medium connected through a network to the financing subsidiary computer, the trading subsidiary computer, the seller computer and the buyer computer, the server configured to . . . receive first approval data from the trading

subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system . . . store within the server a seller participation agreement for the seller approved by the trading subsidiary, and a buyer participation agreement for the buyer approved by the trading subsidiary . . . receive an order submitted through the buyer computer from the buyer for purchasing a good offered for sale by the seller, the buyer agreeing to pay the trading subsidiary for the ordered good pursuant to the buyer participation agreement stored within the server . . . receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the server, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement . . . receive sell data from the trading subsidiary computer indicating the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer . . . and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods.”

Purcell neither describes nor suggests a system as is recited in Claim 50. Specifically, and as acknowledged by the Examiner on pages 6 and 7 of the Office Action:

Purcell does not explicitly teach the other features of receive first approval data from the trading subsidiary computer indicating a user associated with the trading subsidiary has approved a seller and a buyer for participation within the system; receive assignment data from the seller computer indicating the seller has assigned all rights in the ordered good to the trading subsidiary pursuant to the seller participation agreement stored within the database, the trading subsidiary pays the seller for the ordered good and requests that the seller ship the ordered good to the buyer pursuant to the seller participation agreement; receive sell data from the trading subsidiary has sold accounts receivable relating to the purchasing of the ordered good by the buyer; and receive purchase data from the financing subsidiary computer indicating the financing subsidiary has purchased from the trading subsidiary the accounts receivable to provide financing to the trading subsidiary for the sale of additional goods.

Moreover, Purcell does not teach a financing subsidiary, a trading subsidiary, or a buyer participation agreement. Rather, Purcell describes a method for controlling the

collection, processing, and dissemination of information by a host regarding product service and availability.

Applicants respectfully note MPEP § 2163.06(I), which recites, "The examiner should still consider the subject matter added to the claim in making rejections based on prior art since the new matter rejection may be overcome by applicant." Moreover, Applicants respectfully note that the Office Action includes neither a rejection based on Purcell since, as acknowledged by the Examiner, Purcell does not explicitly teach all of the limitations of Claim 50 nor any other rejection based on prior art. As such, Claim 50 is assumed to be directed to allowable subject matter.


Accordingly, for at least the reasons set forth above, Claim 50 is submitted as patentable over Purcell.

Claims 27-49 and 51-52 depend, directly or indirectly, from independent Claim 50. When the recitations of Claims 27-49 and 51-52 are considered in combination with the recitations of Claim 50, Applicants respectfully submit that dependent Claims 27-49 and 51-52 likewise are patentable over Purcell.

For at least the reasons set forth above, Applicants respectfully request that the rejection of Claims 27-52 under Section 103 be withdrawn.

In view of the foregoing amendment and remarks, all the claims now active in this application are believed to be in condition for allowance. Reconsideration and favorable action is respectfully solicited.

Respectfully submitted,



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